



POND SKIMMING EVENT & PHOTO RELEASE

PLEASE READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING.

THIS CONTRACT IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The undersigned, an individual who is at least 18 years of age or who is the responsible adult who has read and signed the following release (hereinafter referred to collectively as "I"), attest that I have read, understood and signed the following release.

I AGREE AND UNDERSTAND THAT POND SKIMMING EVENTS ARE POTENTIALLY HAZARDOUS ACTIVITIES (HEREINAFTER "ACTIVITIES"). I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES. FURTHER, THE PARTICIPANT VOLUNTARILY ELECTS TO PARTICIPATE IN THE ACTIVITIES. I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES.

I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH ACTIVITIES AND HEREBY AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND, AND NOT SUE BEAR CREEK MOUNTAIN REAL ESTATE, LLC, BEAR CREEK MANAGEMENT Co., LLC, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "BEAR CREEK") OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK MOUNTAIN RESORT AND CONFERENCE CENTER.

WARNING: The Activities are potentially dangerous events with inherent and other risks. The risks include but are not limited to:

- Variations in the steepness, contour and configuration of the grounds, slopes and trails and variations in the surface of the grounds, slopes and trails
- Fences, padding and/or barriers at or along portions of the area, the absences of such fences, padding and/or barriers and the inability of fences, padding and/or barriers to prevent or reduce injury
- Being hit or injured by equipment or other devices used in the Activities
- Slips and falls while walking, running, or riding on slippery surfaces
- Immersion in water
- Collisions with fixed objects, either natural or man-made, on or off the grounds, slope or trail, above or below the surface of the grounds, slopes or trails including but not limited to trees, rocks, poles, snowmaking and grooming equipment and other features, natural or man-made
- Collisions between other participants in the Activities, spectators and other patrons
- Collisions with vehicles either parked or in motion

I agree and understand that the participant will be held to assume the risk of all pond skating event conditions, including, but not limited to, weather and grounds conditions, course construction or layout, and all obstacles, whether natural or man-made. I also attest and agree that the participant has no physical or medical condition that to my knowledge would endanger the participant or others while participating in these Activities, or would interfere with the participant's ability to participate.

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which the participant may cause as a result of engaging in the Activities. I contractually agree that any and all disputes between myself and Bear Creek arising from participation in the Activities and including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the Eastern District of the Commonwealth of Pennsylvania.

If the participant is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein. I agree to defend and indemnify Bear Creek for any action that is brought by or on behalf of the minor, even if it is alleged that the minor's accident was caused by Bear Creek's negligence. I have carefully read the foregoing warning and liability release, understand its contents and sign it with full knowledge of its significance. The competition participant voluntarily assumes the risk of injury while participating in these Activities. If you do not agree to assume the risk, please do not use Bear Creek's facilities and do not participate in these Activities.

Photo Release - For valuable consideration, I hereby irrevocably consent to and authorize the use and/or reproduction, in any form, by Bear Creek or anyone authorized by the resort, of any and all photographs or video footage taken of the participant. I further understand these photographic images may be used for purpose of advertising, editorial and/or trade, including exhibition, display packaging, all forms of print media, television and other forms of electronic media without prior approval or consent. I further understand and agree that photographs or video taken of the participant may be offered for sale and/or distributed by the resort, resort's agents, representatives, heirs or successors. I warrant that I am of legal age or a legal parent or guardian has signed below.

By signing the following I have read and understand the foregoing waiver and indemnification agreement and sign it voluntarily:

Participant's Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail: _____

Emergency Contact: _____ Phone: _____